

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc., a North Carolina corporation, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – City of Santa Clara SS4A Application Narrative

Exhibit B1 – Schedule of Fees

Exhibit B2 – Fees by Task

Exhibit C – Insurance Requirements

Exhibit D – Title VI Assurances

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 1, 2024 and terminate on May 31, 2026.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence. Times for performance shall be extended, as mutually agreed, for delays which are caused by reason of: any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

**4. WARRANTY**

Consultant's services covered by this Agreement shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

**5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it is qualified in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of firms in the same discipline in the State of California.

**6. CONFLICT OF INTEREST (FORM 700)**

In accordance with the California Political Reform Act (Government Code section 81000 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

- A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
- B. File the Form 700 with the City's Clerk Office.

## **7. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is as specified in Exhibit B1 Section 1, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **8. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.
- D. The Consultant shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of its material obligations by City under this Agreement. In the event of termination, the Consultant shall be paid for all services performed up to the effective date of the termination.

## **9. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or

transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

**10. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**11. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

**12. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

**13. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**14. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of

final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

## **15. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of the Scope under this Agreement.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

## **16. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## 17. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Department of Public Works – Traffic Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [schan@santaclaraca.gov](mailto:schan@santaclaraca.gov)

And to Consultant addressed as follows:

Kimley-Horn and Associates, Inc.  
Attention: Adam Dankberg  
1300 Clay Street, Suite 325  
Oakland, CA 94612  
and by e-mail at [adam.dankberg@kimley-horn.com](mailto:adam.dankberg@kimley-horn.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 19. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**20. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**21. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**22. NO USE OF CITY NAME OR EMBLEM**

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**23. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**24. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**25. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**26. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**KIMLEY-HORN AND ASSOCIATES, INC.**  
a North Carolina corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Adam Dankberg

Title: Vice President

Principal Place of Business Address: 1300 Clay Street, Suite 325  
Oakland, CA 94612

Email Address: adam.dankberg@kimley-horn.com

Telephone: (510) 625-0712

Fax: N/A

“CONSULTANT”

## **EXHIBIT A SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Consultant and City to professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan (“Plan”) throughout Santa Clara.

The Scope of Services, including Exhibit A and Consultant’s proposal response dated February 22, 2024 and BAFO response dated April 9, 2024 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. GENERAL**

- 1.1. Consultant will provide professional services for a comprehensive citywide transportation safety analysis and the development of a Vision Zero Plan (“Plan”) throughout Santa Clara. Consultant will be expected to deliver complete, high-quality services and products within a reasonable schedule, and to consult and work with City staff who are involved with the project.
- 1.2. The City received a grant award from Safe Streets 4 All (SS4A) program for this project and is pending execution of the funding agreement with USDOT. The goal of this project is to develop a Vision Zero Plan for all modes that is aligned with the Safe System Approach and meets the requirements for future SS4A Implementation grant funding. Required elements can be found in the linked documents in Section 1.5 below and at the SS4A website: <https://www.transportation.gov/grants/SS4A>.
- 1.3. The Plan must reflect the goals and actions outlined in the SS4A grant narrative. Refer to Exhibit A2 for the Santa Clara Safety Action Plan Grant Narrative.
- 1.4. This Plan should also meet Caltrans eligibility requirements for Highway Safety Improvement Project (HSIP) grants. The Plan will provide a systematic, citywide approach for identifying, analyzing, and prioritizing safety improvement countermeasures to reduce and prevent fatal and serious injury collisions for all users of the roadways that follows current State and Federal local roads safety plan guidelines. The plan will also include an approach and process for keeping the Safety Action Plan current. The Vision Zero Plan shall be developed in accordance with federal, state, and local guidelines and principles.
- 1.5. Consultant shall utilize the SS4A Action Plan Development Resources including, but not limited to, the following list in the creation of the Vision Zero Action Plan:
  - 1.5.1. Action Plan Self-Certification Checklist

- 1.5.2. FHWA Safety Website
  - 1.5.2.1. Safe System Approach
  - 1.5.2.2. Safety Data Analysis & Tools
    - Highway Safety Manual
    - Systemic Approach to Safety
    - Crash Modification Factors Clearinghouse
  - 1.5.2.3. Proven Safety Countermeasures
  - 1.5.2.4. Local & Rural Safety Plans
  - 1.5.2.5. Complete Streets
- 1.5.3. Caltrans Local Roadway Safety Plan and Systemic Safety Analysis Report Program
- 1.5.4. County of Santa Clara Local Roadway Safety Plan
- 1.5.5. MTC Resolution No. 4400: Regional Safety / Vision Zero (VZ) Policy
- 1.5.6. Vision Zero Network
- 1.5.7. AASHTO Highway Safety Manual
- 1.5.8. Equity in Roadway Safety
- 1.5.9. Integrating Road Safety into NEPA Analysis FHWASA 1136
- 1.6. The Plan shall comply with future funding opportunities for implementing the priority projects including, but not limited to, the following:
  - 1.6.1. Safe Streets and Roads for All Implementation Grants
  - 1.6.2. Highway Safety Improvement Program (HSIP)
  - 1.6.3. Transportation Alternatives (TA) Set-Aside from the Surface Transportation Block Grant (STBG)
  - 1.6.4. Congestion Mitigation and Air Quality Improvement (CMAQ) Program
- 1.7. The consultant is expected to incorporate the tasks listed below in Section 3 in their proposed Scope of Services. Consultant is encouraged to incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet the CITY's objectives. However, it shall be assumed that the project will include all of the listed tasks in Section 3 specified herein.

## **2. PROJECT TIMELINE**

The City anticipates developing and completing the Vision Zero Plan in 15 months. Consultant shall propose a workplan and timeline that targets draft plan completion by August 2025 and final Plan adoption by October 2025.

### 3. PROJECT TASKS

3.1. Task 1: Project Management & Administration - Refer to the table below for tasks and deliverables for Task 1 Consultant will be responsible for.

Task #	Task Description	Task Activities
1		<b>Project Management &amp; Administration</b>
1.1	Project Kick-Off Meeting	<ol style="list-style-type: none"> <li>1. Within two weeks after the receipt of a written “Authorization to Proceed” from the City, the City and Consultant will have a kick-off meeting to frame the Plans’ goals, finalize the schedule and needed data, and discuss community engagement strategies.</li> <li>2. Prior to the project kick-off, the consultant shall prepare and provide a draft data request list for the planning process, specifically to support activities in Task 4. City will review the list and provide guidance on what can be provided by the City.</li> <li>3. Consultant shall prepare the meeting agenda and email it to the City staff before the kick-off meeting.</li> </ol>
1.2	Bi-weekly Project Updates	<ol style="list-style-type: none"> <li>1. To keep the project on schedule and meet federal grant requirements, the Consultant shall schedule, facilitate, and document bi-weekly project updates, bi-weekly project meetings, provide monthly progress reports that include a project schedule with key milestones and deliverables as well as a project budget with itemized costs and fund balances in a checklist, spreadsheet format.</li> <li>2. The Consultant’s Project Manager will be responsible for updating the check-in meeting agendas in a collaborative document editing platform such as Google Doc, Microsoft Office, etc., and summarizing action items and next steps.</li> </ol>

Task #	Task Description	Task Activities
1.3	File and Data Sharing	Consultant shall provide City with an online account or access for file-sharing purposes. All collected and existing data, community outreach materials, technical memos, project deliverables shall be uploaded online. The account must be accessible by the City throughout the project duration.
1.4	Progress Reporting	<p>1. Consultant shall assist the City in preparing progress reports to USDOT including the final progress report after Plan adoption. The progress report schedule is shown below, assuming final Plan adoption by August 2025.</p> <p>2. Federal Reporting Due Dates (Tentative; Additional dates may be added if project finishes after August 2025):</p> <ul style="list-style-type: none"> <li>• July 20, 2024</li> <li>• October 20, 2024</li> <li>• January 20, 2025</li> <li>• April 20, 2025</li> <li>• July 20, 2025</li> <li>• October 20, 2025</li> </ul>
<p>QA/QC Review Information:</p>		<p>This task covers efforts associated with the internal quality control and technical review process. Specifically, the Consultant shall conduct internal QA/QC discussions and follow-up with technical experts as necessary during the project. Consultant shall also perform internal checking or peer review of all deliverables.</p> <p>For each project deliverable, the Consultant shall allow sufficient review time for the City. For major deliverables such as BPAC presentations, High Injury Network map, Project and Program Recommendation, draft Plan and final Plan, the Consultant shall allow minimum two weeks for review time and plan for up to three (3) rounds of consolidated comments from the City.</p> <p>Comments on data errors and analysis inaccuracy shall not count as a round of comments as this will be assumed to be resolved during the project consultant's internal QA/QC review.</p>

<b>Task 1 Deliverables</b>		
1.1	(a)	Final work plan and schedule
	(b)	Kick-off meeting agenda and minutes
	(c)	Initial list of existing and needed data
1.2	(a)	Finalized Scope of Work
	(b)	Bi-weekly project meeting agendas, minutes, and list of action items
1.3	Provide City with access to online file sharing.	
1.4	Provide support to City staff on requirements for Federal reporting requirements.	

3.2. Task 2: Benchmarking & Data Review - Refer to the table below for tasks and deliverables for Task 2 Consultant will be responsible for.

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>2</b>	<b>Benchmarking &amp; Data Review</b>	
2.1	Programs, Policy, and Planning Benchmarking	<ol style="list-style-type: none"> <li>1. Consultant shall review all relevant City plans, projects, policies, programs, and standards to ensure Vision Zero Plan is developed in coordination with current requirements.</li> <li>2. Consultant shall assist City in determining the hierarchy of existing City plans, policies, and regulations. The items shall include but not be limited to: <ol style="list-style-type: none"> <li>a. Bicycle Master Plan Update 2018</li> <li>b. Pedestrian Master Plan 2019</li> <li>c. General Plan</li> <li>d. Specific Plans/Precise Plans/Focus Plans (El Camino, Freedom Circle, Patrick Henry, Lawrence Station, Tasman East, Downtown, Santa Clara Station)</li> <li>e. Bike &amp; Pedestrian Projects (Pruneridge, De La Cruz/Coleman, Walsh/Martin, Benton, Monroe, Bassett-Laurelwood, Lafayette, Bowers, Lick Mill/Scott/De La Cruz, Central Santa Clara Bicycle and Pedestrian Improvement Project)</li> <li>f. Creek Trail Master Plan</li> <li>g. Stevens Creek Blvd Vision Study</li> <li>h. Private Developments (Kylli, Related, Great America Theme Park)</li> </ol> </li> </ol>

Task #	Task Description	Task Activities
2		<b>Benchmarking &amp; Data Review</b>
		<ul style="list-style-type: none"> <li>i. Complete Streets Policy</li> <li>j. Safe Routes to School Program</li> <li>k. Neighborhood Traffic Calming Program</li> <li>l. Shared Mobility Program</li> <li>m. Joint On-Demand Shuttle Program (Cupertino and Santa Clara)</li> <li>n. City Design Standards</li> <li>o. Future uncontrolled crosswalk projects</li> <li>p. Transportation Management and Operations Plan for the Levi's Stadium in Santa Clara</li> </ul> <p>3. Consultant shall review local, statewide, and federal policies, plans, guidelines, and/or standards to identify opportunities to improve how City processes prioritize safety. Consultant shall also review policies, plans, and benchmarking assessments from other cities in the Bay Area that have existing Vision Zero Plans and recommend how City can learn from them. The benchmarking assessment will be based on the tool recommended in the FHWA Primer on Safe System Approach for Pedestrians and Bicyclists. In this assessment, Consultant will recommend Vision Zero policies that apply to City's review of new development projects, City projects, and other agency projects within Santa Clara.</p> <p>4. Consultant will identify a target date to reach zero fatalities and serious injuries and a target date to achieve significant declines (50% reduction) in roadway fatalities and serious injuries, to be reviewed and approved by the City. Target dates shall be developed through consideration of realistic schedules for capital project improvements, policy changes, and implementation of proposed programs.</p>
2.2	Vision Zero Task Force	1. Consultant shall lead efforts with the City to establish a Vision Zero Task Force including

Task #	Task Description	Task Activities
2		<b>Benchmarking &amp; Data Review</b>
		<p>representatives from City Public Works staff, City Police, County Roads &amp; Airport and Public Health staff, Caltrans, BPAC (up to 2 representatives), Senior Advisory Commission representative, VTA, school districts, college/university representatives, other local safety advocacy groups such as Silicon Valley Bicycle Coalition, Silicon Valley Chamber of Commerce, and other major employers. Consultants may propose additional representatives from other organizations.</p> <p>2. Consultant will schedule the first meeting with the Vision Zero Task Force to provide a primer on the SafeSystem Approach to understand what supporting policies, resolutions, and/or ordinances may be helpful to support the plan implementation and any ongoing meetings (see Task 3.5 for more details).</p>
2.3	Data Review	<p>1. Consultant will review and assess the quality and completeness of existing available data – including crash, transportation, land use, and demographic data.</p> <p>2. Summarize and identify gaps in the data and how to efficiently and effectively develop any additional public input data to be used in the Plan development.</p> <p>3. If analysis methods require more information, the Consultant may propose additional data collection in their scope of work and fee for review and approval.</p>
2.4	Data Collection	<p>1. Consultant will work with the City to identify locations that do not have historical or relevant traffic counts.</p> <p>2. The City may consider the use of “Big Data” (i.e. StreetLight) for additional traffic data for the project.</p> <p>3. The Consultant may conduct site visits of corridors with frequent collisions to analyze</p>

Task #	Task Description	Task Activities
<b>2</b>	<b>Benchmarking &amp; Data Review</b>	
		existing operations. Site visits may include Consultant, City staff, BPAC, and selected stakeholders.
<b>Task 2 Deliverables</b>		
2.1	Benchmarking assessment technical memo including safety goal and programs, policies, data review, and practices recommendations as a section of the Draft Plan. The assessment will include a hierarchy of plans, policies, and regulations related to Vision Zero and any proposed updates on existing plans, policies, and regulations to align with current state of practice.  The memo should also include a literature review summary of current efforts to address transportation safety – including strategies and best practices other jurisdictions are using to address safety, identifying programs that have evidence of measurable success and assessments of the most effective and efficient methods used to achieve outcomes.	
2.2	Agendas and meeting minutes with Vision Zero Task Force	
2.3	Technical report on the data review	
2.4	List of additional data and collection methodology (if applicable)	

3.3. Task 3: Community Engagement - Refer to the table below for tasks and deliverables for Task 3 Consultant will be responsible for.

Task #	Task Description	Task Activities
<b>3</b>	<b>Community Engagement</b>	
<i>(All meetings will be publicly noticed to ensure maximum attendance. All public notices must be in English, Chinese, and Spanish – the three primary languages spoken at home in Santa Clara. Translator and sign language interpreters will be present at all meetings if requested.)</i>		
3.1	Community Engagement Plan & Schedule Development	The Consultant will prepare a Community Engagement Plan and provide a project timeline for implementing an equitable and authentic public engagement process. While in-person public engagement is preferred, virtual engagement methods should also be utilized. The Consultant shall consider the following for their public engagement strategy: <ul style="list-style-type: none"> <li>Identify communities that are</li> </ul>

Task #	Task Description	Task Activities
		<p>disproportionately impacted by traffic risks and ensure that they are getting representation and feedback from these traditionally underrepresented communities.</p> <ul style="list-style-type: none"> <li>• Utilize tools to meaningfully engage communities, including preferred engagement techniques. Different tools can include community workshops, online surveys, interactive web map, and walking tours.</li> <li>• Engage with Bicycle and Pedestrian Advisory Committee, Senior Advisory Commission, Youth Commission, ADA Committee, and Parks and Recreation Commission, and communities from early stage of the process and keep them informed throughout the process.</li> <li>• Create a tool to document and share the impact of engagement on decision-making.</li> <li>• Assess the feedback received, including the activity and participants engaged, and how the feedback will be incorporated into the Vision Zero Plan.</li> </ul>
3.2	Project Promotion/Website	<ol style="list-style-type: none"> <li>1. Consultant shall create content to be placed on the City's project website to promote outreach and education materials, document meetings, announce public events, and provide a forum for the public to submit comments. Promotional items may include slogan/taglines. Consultant can propose additional engagement strategies for City's consideration.</li> <li>2. Consultant shall create and monitor a project phone number and email address for the public to submit voicemail and/or email comments. A project phone number will ensure members of the public who do not have a smart phone, computer, or internet access have a method for providing comments.</li> <li>3. Consultant shall identify up to fifteen (15) key corridors and up to ten (10) other hotspots or residential streets within the City, create and</li> </ol>

Task #	Task Description	Task Activities
		<p>produce roadway signs with project information to be placed along each key corridor on street pole lights. The amount of roadway signs will be 10 to 20 signs per corridor depending on corridor length (maximum 300 signs). The signs will be customized 18-inch x 24-inch corrugated plastic signs. Signs shall be delivered to City facilities to be installed by City staff. Consultant may propose alternative messaging method such as street banners to maximize public engagement and provide a cost estimate for review and approval.</p> <p>4. Consultant will create an interactive safety data dashboard displaying the results of the Collision Data Analysis. An example from the City of San Jose:  <a href="https://www.sanjoseca.gov/your-government/departments-offices/transportation/safety/vision-zero/maps-data">https://www.sanjoseca.gov/your-government/departments-offices/transportation/safety/vision-zero/maps-data</a></p> <p>5. The data dashboard will be hosted on the City's project website.</p>
3.3	Community Surveys (up to 4 surveys)	<p>Consultant shall create up to four (4) online community surveys to obtain additional public input. The survey will be used in addition to the website, phone number, and community outreach events and shall align with the community meetings.</p> <ul style="list-style-type: none"> <li>• Survey #1 – Public Input on traffic safety concerns citywide and identify locations where do they have most traffic concerns. Public can report near-misses and stressful locations. Survey should include a citywide pin-map where the public can note locations and add comments to report observed safety issues.</li> <li>• Survey #2 – Public input on collision analysis, High-injury Network (HIN)</li> <li>• Survey #3 – Public input on programs and policies, countermeasure toolkit</li> </ul>

Task #	Task Description	Task Activities
		<ul style="list-style-type: none"> <li>Survey #4 – Public input on project priority list</li> </ul>
3.4	Outreach Events/Pop-Ups	<p>Consultant shall conduct outreach at up to five (5) major public events and/or up to five (5) pop-up events (Art &amp; Wine Festival, 4th of July Picnic, Christmas Tree lighting, Bike to Work Day, Earth Day).</p> <p>Consultant shall distribute flyers/postcards/promotional items to the public and/or assist City in posting project signs at other popular City places (i.e. City Library, Reed Street Dog Park, Central Park, Farmer’s Market, Mission College/Santa Clara University, Caltrain Station, church festivals) in order to inform the community of the project and solicit feedback from the community about the conceptual design alternatives. One potential meeting may be a high school pop-up event.</p>
3.5	Vision Zero Task Force Meetings (Up to 3 meetings)	<p>Consultant shall schedule and lead up to three (3) Vision Zero Task Force Meetings with the following anticipated themes:</p> <ol style="list-style-type: none"> <li>1. Project Introduction, Safe System Approach and Vision Zero Goals</li> <li>2. Review collision data, High Injury Network, and proposed Countermeasure tools, Programs and Policies</li> <li>3. Review and provide feedback on Priority Project List, Proposed Programs, and Draft final plan.</li> </ol>
3.6	Community Workshops	<ol style="list-style-type: none"> <li>1. Consultant shall conduct a minimum of four (4) community workshops to engage the public, solicit feedback, and inform the staff and council on the community’s priorities. The Consultant is encouraged to identify specific outreach techniques in the work plan to maximize public participation and hear the community’s voice. The community meetings will either be in person or virtual. Consultant may propose additional community workshops as they see appropriate for successful project delivery.             <ol style="list-style-type: none"> <li>a. Community Meeting #1: Consultant shall</li> </ol> </li> </ol>

Task #	Task Description	Task Activities
		<p>introduce the project to the public and solicit feedback from the community about Vision Zero policies and goals and ask for their input on near-miss collisions and stressful locations.</p> <ul style="list-style-type: none"> <li>b. Community Meeting #2: Consultant shall present collision analysis and high injury network. Public comments will be used to inform staff and the Council on the HIN.</li> <li>c. Community Meeting #3: Consultant shall present Programs and Policies and countermeasure toolkit.</li> <li>d. Community Meeting #4: Consultant shall present results of project priority list and obtain public input.</li> </ul> <p>2. Consultant shall provide all materials necessary to conduct a public meeting either in person such as poster boards or virtual such as a PowerPoint presentation to support methods identified in the work plan.</p> <p>3. Consultant shall assist staff to advertise each public meeting by preparing a writeup to be submitted to the City's Communications Department for release through the City's website, City Manager blog, and social media channels such as Facebook, Twitter, and Next Door.</p> <p>4. Consultant shall also post the Draft Plan (when ready) on the project webpage for public comments. Public review of the Draft Plan will also occur through the committee meetings' public comment opportunities.</p>

Task #	Task Description	Task Activities
3.7	Bicycle and Pedestrian Advisory Committee (BPAC) Meetings	<p>Consultant shall meet with the City's BPAC to gather input and feedback at up to five (5) BPAC meetings. The purpose of the meetings is described below:</p> <ul style="list-style-type: none"> <li>• Meeting #1: Consultant shall introduce the project to the BPAC including the Safe System approach and solicit feedback from members on Vision Zero policies, best practices, and goals. City will ask BPAC to select up to two representatives to serve on the Vision Zero Task Force.</li> <li>• Meeting #2: Consultant shall present collision data analysis and obtain input on draft High Injury Network.</li> <li>• Meeting #3: Consultant shall present Programs and Policies, and Countermeasure toolbox.</li> <li>• Meeting #4: Consultant shall present project priority list and draft Plan to receive BPAC input.</li> <li>• Meeting #5: Consultant shall present the final Plan to the BPAC for adoption prior to City Council.</li> </ul>
3.8	Commission Meetings	<p>City staff will attend the Commission meetings. Consultant shall provide up to 10 hours of support to the City to prepare presentation materials and reports for up to four (4) meetings in total, i.e. Youth Commission, Senior Advisory Commission, Parks and Recreation Commission, and ADA Committee.</p>
3.9	City Council Meetings (Up to 2)	<ol style="list-style-type: none"> <li>1. Consultant shall assist staff to present the project at up to two (2) Council meetings.</li> <li>2. Consultant shall provide all the materials necessary to present at the Council meetings to support methods identified in the work plan.</li> <li>3. Consultant shall assist staff to advertise each meeting by preparing a writeup to be submitted to the City's Communications Department for release through City of Santa Clara website, City Manager blog, and all of the social media channels such as Facebook, Twitter, and Next Door.</li> </ol>

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>Task 3 Deliverables</b>		
3.1	Provide a community engagement strategy and timeline for the Department review and approval.	
3.2	(a) Assist City in creating the project webpage. (b) Dedicated project contact including email, voicemail, and promotional signage. (c) Interactive safety data dashboard	
3.3	Up to four (4) Community Surveys and summary of survey results, such as near-miss collisions, stressful locations, public comments, etc.	
3.4	(a) Participation in up to five (5) Community Events (b) Participation in up to five (5) additional pop-ups (c) Summary of outreach outcomes.	
3.5	Prepare agendas, all presentation materials, and meeting minutes for up to (3) Vision Zero Task Force meetings.	
3.6	(a) All presentation materials necessary for Community Workshops. (b) Summary of Frequently Asked Questions from the public.	
3.7	Prepare all presentation materials and staff report for up to five (5) BPAC meetings.	
3.8	Prepare all presentation materials and reports for up to four (4) Commission meetings.	
3.9	Prepare all presentation materials and staff report for up to two (2) City Council meetings.	

3.4. Task 4: Collision Data Collection & Analysis - Refer to the table below for tasks and deliverables for Task 4 Consultant will be responsible for.

The City will provide the Consultant with collision data from Crossroads for the last eight years (2016 – 2023). The Consultant will also collect and review collisions, traffic, and roadway from 2016 – 2023 from California Statewide Integrated Traffic Records System (SWITRS) and/or UC Berkeley SafeTREC’s Transportation Injury Mapping System (TIMS) to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the region. The data analysis and final recommendations will prioritize the “3 Es” of traffic safety: Engineering, Enforcement, and Education, and will also include a fourth “E”: Equity.

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>4 Collision Data Collection and Analysis</b>		
4.1	Existing Conditions Analysis	1. Analyze existing conditions and historical trends that provide a baseline level of crashes. The analysis will document traffic patterns, mode share, roadway features, traffic volumes, crash

Task #	Task Description	Task Activities
		<p>types, driver factors, and environmental conditions with special attention to fatalities and serious injuries.</p> <ol style="list-style-type: none"> <li>2. Collect and analyze public inputs on near-misses and/or unreported collisions from community surveys.</li> <li>3. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights, pedestrian crossings, railroad crossings, etc., for each road user (vehicles, motorcycles, bicycle riders, and pedestrians).</li> <li>4. Summarize collision data in figures using City maps showing top intersections and roadway segments with overall collisions, serious injury collisions, vulnerable road user (bicycle and pedestrian) collisions, etc.</li> </ol>
4.2	High Injury Network (HIN) Maps	<ol style="list-style-type: none"> <li>1. The consultant will first develop criteria and methodology for the analysis for City's review and approval. The methodology should include but not limit to weight assignment to collision types, thresholds of "priority" projects, normalization.</li> <li>2. Identify and develop a High Injury Network (HIN). The HIN shall be developed inclusive of the County and Caltrans jurisdictions to coordinate what locations and projects will require cross-jurisdictional collaboration. In this task, City staff will work directly with the Consultant to understand existing conditions in Santa Clara, especially reviewing the risk-based High injury network and developing the final high-injury network. The high-injury network shall not include mainline freeway segments (US 101, I-280, SR 237).</li> <li>3. Develop the following heat maps: <ol style="list-style-type: none"> <li>a. High Injury Intersections and High Injury</li> </ol> </li> </ol>

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
		<p>Corridors – All Modes</p> <p>b. Pedestrian High Injury Network</p> <p>c. Bicycle High Injury Network</p> <p>d. Automobile and Motorcycle High Injury Network</p> <p>4. Develop recommendations to coordinate with other agencies to implement the cross-jurisdictional projects.</p>
4.3	Develop Collision Profiles	<p>Building on the collision analysis, Consultant will define up to ten (10) collision profiles to extrapolate collision history to contextual settings. Use best practices, methods, and datasets identified in Task 2 to inform the Action Plan and Project Prioritization, including:</p> <ol style="list-style-type: none"> <li>1. prevalence of crash types, especially those resulting in fatalities and serious injuries.</li> <li>2. citywide distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics.</li> <li>3. data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development.</li> </ol>
<b>Task 4 Deliverables</b>		
4.1	Existing Conditions Memo	
4.2	<p>(a) Complete collision analysis identifying priority corridors, intersections, and concentration areas. A memorandum will be prepared for City review and will be revised based on up to three (3) rounds of consolidated comments. This memorandum will be folded into chapter(s) of the Draft Plan.</p> <p>(b) The HIN maps geocoded in GIS and in PDF format</p>	
4.3	Up to ten collision profiles	

3.5. Task 5: Countermeasure Toolbox - Refer to the table below for tasks and deliverables for Task 5 Consultant will be responsible for.

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>5</b>	<b>Countermeasure Toolbox Development</b>	

5.1	Develop Countermeasure Toolbox	<ol style="list-style-type: none"> <li>1. The Consultant in conjunction with City staff will identify countermeasures to systemically address the emphasis areas and high-risk corridors and intersections.</li> <li>2. The countermeasures must at least include the “3 Es” of traffic safety (Engineering, Enforcement, and Education) and Equity and incorporate a Safe System Approach. The consultant will include Evaluation strategies and performance measures to measure progress over time and be tracked.</li> <li>3. In addition, Consultant shall identify correlations between countermeasures and federal performance measures. A process will need to be set up to ensure transparency in reducing roadway fatalities and serious injuries.</li> <li>4. The toolbox should also include concept diagrams and high-level cost estimates for the priority areas and high-risk corridors and intersections.</li> </ol>
<b>Task 5 Deliverables</b>		
5.1	Draft Countermeasure Toolbox Final Countermeasure Toolbox	

3.6. Task 6: Transportation Equity Assessment - Refer to the table below for tasks and deliverables for Task 6 Consultant will be responsible for.

Task #	Task Description	Task Activities
<b>6</b>	<b>Transportation Equity Assessment</b>	
6.1	Transportation Equity Assessment	<ol style="list-style-type: none"> <li>1. Consultant will perform a transportation equity assessment to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This should include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented</li> </ol>

Task #	Task Description	Task Activities
		<p>communities.</p> <p>2. The City's Equity Priority Communities (EPC) can be found <a href="https://opendata.mtc.ca.gov/datasets/equity-priority-communities-plan-bay-area-2050/explore?location=37.878600%2C-122.370850%2C9.04">https://opendata.mtc.ca.gov/datasets/equity-priority-communities-plan-bay-area-2050/explore?location=37.878600%2C-122.370850%2C9.04</a> and the latest CalEnviro Screen: <a href="https://oehha.ca.gov/calenviroscreen">https://oehha.ca.gov/calenviroscreen</a> .</p> <p>3. As part of this task, Consultant shall develop and assess transportation indicators that easily measure transportation barriers in underserved and underrepresented areas and/or potential structural inequalities that different population groups may face.</p> <p>4. These indicators should include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Accessibility</li> <li>b. Connectivity</li> <li>c. Effectiveness</li> <li>d. Environment</li> <li>e. Health</li> <li>f. Mobility</li> <li>g. Safety</li> <li>h. Level of community engagement</li> <li>i. Other equity indicators, as required.</li> </ul> <p>5. Consultant shall develop one map showing collisions compared to EPCs and vulnerable communities.</p>
<b>Task 6 Deliverables</b>		
6.1	Document equity considerations, processes, and assessments, to be included as a section in the Draft Plan. The assessment includes a map showing collision data compared to EPCs and vulnerable communities.	

3.7. Task 7: Implementation Plan & Programs - Refer to the table below for tasks and deliverables for Task 7 Consultant will be responsible for.

Task #	Task Description	Task Activities
7		<b>Implementation Plan &amp; Programs</b>
7.1	Develop Priority Projects and Programs	<ol style="list-style-type: none"> <li>1. Consultant will identify a list of priority projects based on the results of Tasks 4, 5 and 6, and recommendations for Education and Enforcement Programs. Strategies, potential projects, and programs will be focused on the “3 Es” of transportation safety and equity.</li> <li>2. The recommendation of priority projects, programs, and policies can be based on facility types and/or certain geographic focus areas of the City including but not limited to Santa Clara downtown, Levis’ Stadium &amp; Convention Center, El Camino Real, and Santa Clara University.</li> <li>3. This task will include an assembly of projects identified in existing plans, reviewed for consistency with the Safe System Approach. Where projects have not been identified on the City’s HIN, high level project concepts with a list of potential countermeasures will be developed with City staff. Systemic or citywide projects will be envisioned to match the citywide systemic profiles where planned projects are also not in place.</li> </ol>
7.2	Develop Implementation Plan & Program	<ol style="list-style-type: none"> <li>1. Consultant shall develop an Implementation Plan &amp; Program for the Vision Zero effort, time ranges when projects and strategies will ideally be deployed, cost estimates (including capital improvement costs for priority projects, typical costs for items included in the countermeasure toolbox, and startup/annual costs for recommended programs and policies), and explain project prioritization criteria.</li> <li>2. The Implementation Plan &amp; Programs will: <ol style="list-style-type: none"> <li>a. Recognize the needs of all users of the multimodal transportation system.</li> <li>b. Include potential projects that are feasible and applicable for grant funding.</li> <li>c. Include conceptual infrastructure improvements with quantifiable costs.</li> </ol> </li> </ol>

Task #	Task Description	Task Activities
7		<b>Implementation Plan &amp; Programs</b>
		<ul style="list-style-type: none"> <li>d. Include a schedule for implementation.</li> <li>e. Identify roles and responsibilities for implementation.</li> <li>f. Address project evaluation and prioritization.</li> </ul> <p>3. Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline for each strategy and project should be included (i.e., short-term = up to five years; mid-term = five to ten years; long-term = 10+ years).</p> <p>4. The Consultant will also develop a strategy for implementing safety measures included in Task 5 (Countermeasure Toolbox) and a means to monitor safety outcomes to evaluate which measures are most effective for the City.</p> <p>5. The Consultant will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to regional design standards to better align safety best practices.</p> <p>6. Consultant shall develop concept plans for 10 priority projects that can be used for future grant applications. Concept plans shall be developed over high-quality aerials showing existing conditions. Consultant shall supplement concept designs with other planning-level diagrams that can be shared during public presentations.</p>
7.3	Develop Evaluation Plan	Identify on-going actionable steps to evaluate and monitor Vision Zero performance after Plan adoption.
<b>Task 7 Deliverables</b>		
7.1	<ul style="list-style-type: none"> <li>(a) Final Prioritized Project, Programs and Policies, revised with up to three (3) rounds of consolidated comments.</li> <li>(b) Concept plans for top 10 priority projects</li> </ul>	

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>7</b>	<b>Implementation Plan &amp; Programs</b>	
7.2	Vision Zero Implementation Plan & Program	
7.3	Vision Zero Evaluation & Monitoring Plan	

3.8. Task 8: Draft and Final Plan - Refer to the table below for tasks and deliverables for Task 8 Consultant will be responsible for.

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>8</b>	<b>Draft and Final Plan</b>	
8.1	Vision Zero Plan Draft Report	<ol style="list-style-type: none"> <li>1. Consultant will prepare a draft Plan for public review and comment.</li> <li>2. Specifically, the consultant should develop a final report that: <ol style="list-style-type: none"> <li>a. Is organized and communicates a clear message both graphically and with accompanying text.</li> <li>b. Is easy to read and understand.</li> <li>c. Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.</li> </ol> </li> <li>3. Consultant will revise the draft Plan based on public input. Consultant shall provide City with appropriate presentation materials for final review and adoption of the Vision Zero Plan.</li> </ol>
8.2	Vision Zero Plan Final Report	<ol style="list-style-type: none"> <li>1. Upon final review and consent by city staff, the Consultant will develop a final report that is visually appealing, easy for stakeholders to understand and communicates action plan strategies and recommendations.</li> <li>2. Upon final project completion, the consultant will be responsible for providing a high-resolution final Vision Zero Plan in PDF format. The Consultant is also expected to provide City with all data and study products. All community engagement summaries and technical analyses should be included as an appendix of the study.</li> </ol>

<b>Task #</b>	<b>Task Description</b>	<b>Task Activities</b>
<b>8</b>	<b>Draft and Final Plan</b>	
8.3	Executive Summary/Fact Sheet	The Consultant shall develop a brief executive summary or fact sheet in PDF format, which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.
<b>Task 8 Deliverables</b>		
8.1	Draft Plan	
8.2	Electronic copy of the Final Plan	
8.3	Electronic copy of the Executive Summary/Fact Sheet	

#### 4. OPTIONAL TASKS

Consultant may propose optional tasks for this project including the following:

- 4.1. Optional Task for Task 2.2: Continue 6-month collaboration with the Vision Zero Task Force and report back Vision Zero monitoring and evaluation.
- 4.2. Optional Task for Task 2.4: Obtain “Big Data” for citywide travel data including bicycle, pedestrian and vehicle trips and speed.
- 4.3. Optional Task for 2.4: Conduct site visit(s) of up to three corridors with frequent collisions.
- 4.4. Optional Task for Task 3.2: Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.
- 4.5. Optional Task for Task 3.2: Purchase and distribution of Vision Zero promotional/safety items (up to \$5,000 for purchase of items).
- 4.6. Optional Task for Task 5.1: Collect Emergency Response data and develop Emergency Response strategies and countermeasures.

**EXHIBIT A2  
CITY OF SANTA CLARA SS4A APPLICATION NARRATIVE**

**The following is the City's submittal narrative:**

**E. Application Review Information**

**1. Selection Criteria**

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

**i. Action Plan Grant Selection Criteria**

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

**Selection Criterion #1: Safety Impact.** The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information:  
30
- The fatality rate, which is calculating using the average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the 2020 population of the applicant's jurisdiction based on 2020 U.S. Census population data.

$$(30/5 = 6)/127,647 = 0.0047\% \text{ or } 4.7 \text{ per } 100,000 \text{ persons}$$

**Selection Criterion #2: Equity.** The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.<sup>24</sup> Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 U.S. Census population data.

$$29,591 / 127,647 = 23.18\%$$

**Selection Criterion #3: Additional Safety Considerations.** The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);

- Seek to adopt innovative technologies or strategies to promote safety and equity; and
- Include evidence-based projects or strategies.
- The applicant must address these considerations in narrative form.

The City of Santa Clara proposes to develop an Action Plan that will include a comprehensive citywide safety analysis to identify the highest types, locations, severity, and demographic users of collisions occurring within the City. A collision countermeasure toolbox will be developed based on recommendations within the AASHTO Highway Safety Manual and the Caltrans Local Roadway Safety Manual. The countermeasure toolbox will select low-cost, high-impact strategies that are based on collision reduction factors and the evidence of high collision types and high severity collisions found in the safety analysis. These strategies, in addition to high-cost long term improvements, will be applied to high collision locations throughout the City.

The Action Plan countermeasure toolbox may include roadway design features that address safety as well as programmatic measures. These will be based on the latest technology available including passive pedestrian and bicycle detection, signal phase extensions, and traffic control improvements. Other innovative measures will include roadway markings, road diets, “quick-build” items, educational programs and enforcement campaigns. In addition, the countermeasure toolbox will also consider strategies based on past experiences by other jurisdiction Local Roadway Safety Plans, Vision Zero Plans, and Action Plans. These experiences will be used to develop the Vision Zero Action Plan for Santa Clara.

The Action Plan will also complete robust community engagement to engage various stakeholders. The Plan will use Community Workshops, Community Event Pop-ups, Community Walk Audits, and Online Surveys to engage with public stakeholders within the community. The Plan will also use Technical Advisory Group Meetings, Business Group Meetings, and Safe Routes to School Meetings to engage with City staff stakeholders, private stakeholders, and the school district.

**EXHIBIT B1  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **Five Hundred Fifty-Six Thousand Five Hundred Thirty-Six Dollars (\$556,536)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City’s acceptance of Consultant’s performance of services specified in Exhibit A1, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation to be paid by the City is specified below:

**Table B1: Total Compensation**

Description	Total
Task 1: Project Management & Administration	\$50,354
Task 2: Benchmarking & Data Review	\$27,092
Task 3: Community Engagement	\$75,387
Task 4: Collision Data Collection & Analysis	\$44,254
Task 5: Countermeasure Toolbox	\$28,949
Task 6: Transportation Equity Assessment	\$22,063
Task 7: Implementation Plan & Program	\$59,159
Task 8: Draft & Final Plan	\$63,235
Other Direct Costs (Including subcontractor: Circlepoint)	\$135,449
<b>TOTAL FOR ALL TASKS AND OTHER DIRECT COSTS</b>	<b>\$505,942</b>
Contingency	\$50,594
<b>TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED</b>	<b>\$556,536</b>

- 1.4. In the event, there is a need to move allocated hours from one task to a different task the City and Consultant must agree in writing to this change. This will not change the not-to-exceed maximum compensation of this Agreement.
- 1.5. See Exhibit B2 for task breakdown by cost and hours.

**2. FEES**

- 2.1. All hourly rates are fixed for the Term of the Agreement
- 2.2. The hourly rates for Consultant’s Personnel are listed below in Table B2:

**Table B2: Hourly Rates**

<b>Title</b>	<b>Hourly Rate</b>
<b>Kimley-Horn and Associates</b>	
Project Manager: Robert Paderna	\$ 288.35
Principal-in-Charge: Mike Colety	\$ 411.80
QC/QA: Frederik Venter	\$ 445.98
QC/QA: Brian Sowers	\$ 388.29
Analyst	\$ 174.38
Professional I	\$ 243.09
Professional II	\$ 264.62
Project Support	\$ 132.39
Senior Professional I	\$ 314.04
Senior Professional II	\$ 366.22
<b>Circlepoint</b>	
Art Director	\$ 191.67
Assistant/Coordinator	\$ 105.00
Associate	\$ 129.56
Project Manager	\$ 178.35
Senior Associate	\$ 150.00
Senior Principal	\$ 305.28
Senior Project Manager	\$ 225.63
Senior Web/Graphics	\$ 164.96
Web/Graphics	\$ 143.99

### **3. INVOICING REQUIREMENTS**

- 3.1. Consultant shall invoice the City on a monthly basis for the percentage of services completed for each task by Consultant during the preceding month and provide the invoice in a format approved by the City, including but not limited to the information listed under Section 3.3 below.
- 3.2. City shall pay Consultant within thirty (30) days of City's receipt of an approved invoice.
- 3.3. Invoices shall include, at a minimum, the following:
  - 3.3.1. Identify the task services were provided for;
  - 3.3.2. Description of work performed;
  - 3.3.3. Deliverables completed;

- 3.3.4. Amount for services provided by task with a detailed breakout of all costs incurred and supporting documentation, including direct labor, indirect costs, other direct costs, travel, etc.; and
- 3.3.5. The not-to-exceed amount for the task, invoiced amount to date, amount for the current invoice, and remaining not-to-exceed amount for the task.

#### 4. OPTIONAL TASKS

4.1. The following optional tasks are available from Consultant at the City's discretion for the following fee:

OPTION	DESCRIPTION	HOURS	Total
O – 2.2	<b>Continue 6-month collaboration with the Vision Zero task Force and report back Vision Zero monitoring and evaluation</b>		<b>\$6,418</b>
	Project Manager: Robert Paderna	15	
	Analyst	12	
O – 2.4	<b>Obtain “Big Data” for citywide travel data including bicycle, pedestrian and vehicle trips and speed.</b>		<b>\$7,588</b>
	Professional I	14	
	Analyst	24	
O – 2.4	<b>Conduct site visit(s) of up to three corridors with frequent collisions.</b>		<b>\$6,896</b>
	Project Manager: Robert Paderna	10	
	Senior Professional II	10	
	Analyst	5	
O – 3.2	<b>Conduct local small-scale media campaign such as banners at schools and bus stop advertisements.</b>		<b>\$9,948</b>
	Project Manager: Robert Paderna	2	
	Senior Professional II	8	
	Professional I	10	
	Analyst	23	
O – 5.1	<b>Emergency Response Data Collection and Strategy</b>		<b>\$3,923</b>
	Project Manager: Robert Paderna	2	
	Senior Professional I	2	
	Professional II	5	
	Analyst	8	

**EXHIBIT B2  
FEES BY TASK**

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
<b>1</b>	<b>Project Management &amp; Administration</b>			
<b>1.1</b>	<b>Project Kick-Off Meeting</b>			<b>\$3,357</b>
	Project Manager: Robert Paderna	3	\$288.35	\$865
	Principal-in-Charge: Mike Colety	3	\$411.80	\$1,235
	Senior Professional I	4	\$314.04	\$1,256
<b>1.2</b>	<b>Bi-weekly Project Updates</b>			<b>\$21,378</b>
	Project Manager: Robert Paderna	48	\$288.35	\$13,841
	Senior Professional I	24	\$314.04	\$7,537
<b>1.3</b>	<b>File and Data Sharing</b>			<b>\$1,326</b>
	Senior Professional I	2	\$314.04	\$628
	Analyst	4	\$174.38	\$698
<b>1.4</b>	<b>Progress Reporting</b>			<b>\$8,141</b>
	Project Manager: Robert Paderna	24	\$288.35	\$6,920
	Analyst	7	\$174.38	\$1,221
<b>1.5</b>	<b>Project Management</b>			<b>\$16,153</b>
	Project Manager: Robert Paderna	45	\$288.35	\$12,976
	Project Support	24	\$132.39	\$3,177
	<b>TOTAL FOR TASK 1</b>	<b>188</b>		<b>\$50,354</b>
<b>2</b>	<b>Benchmarking &amp; Data Review</b>			
<b>2.1</b>	<b>Programs, Policy, and Planning Benchmarking</b>			<b>\$10,837</b>
	Project Manager: Robert Paderna	10	\$288.35	\$2,884
	Senior Professional I	12	\$314.04	\$3,768
	Analyst	24	\$174.38	\$4,185
<b>2.2</b>	<b>Vision Zero Task Force</b>			<b>\$3,810</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional I	4	\$314.04	\$1,256
<b>2.3</b>	<b>Data Collection and Review</b>			<b>\$12,445</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional I	12	\$314.04	\$3,768
	Professional II	6	\$264.62	\$1,588
	Professional I	12	\$243.09	\$2,917
	Analyst	14	\$174.38	\$2,441
	<b>TOTAL FOR TASK 2</b>	<b>108</b>		<b>\$27,092</b>
<b>3</b>	<b>Community Engagement</b>			
<b>3.1</b>	<b>Community Engagement Plan &amp; Schedule Development</b>			<b>\$3,351</b>

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional II	6	\$366.22	\$2,197
<b>3.2</b>	<b>Project Promotion/Website</b>			<b>\$16,030</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional II	20	\$366.22	\$7,324
	Analyst	40	\$174.38	\$6,975
<b>3.3</b>	<b>Community Surveys (up to 4 surveys)</b>			<b>\$5,967</b>
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional II	4	\$366.22	\$1,465
	Senior Professional I	4	\$314.04	\$1,256
	Analyst	12	\$174.38	\$2,093
<b>3.4</b>	<b>Outreach Events/pop-Ups (up to 5 events/up to 5 pop-ups for a total of 10)</b>			<b>\$4,360</b>
	Analyst	25	\$174.38	\$4,360
<b>3.5</b>	<b>Vision Zero Task Force Meetings (up to 3 meetings)</b>			<b>\$15,309</b>
	Project Manager: Robert Paderna	12	\$288.35	\$3,460
	Principal-in-Charge: Mike Colety	12	\$411.80	\$4,942
	Senior Professional I	12	\$314.04	\$3,768
	Analyst	18	\$174.38	\$3,139
<b>3.6</b>	<b>Community Workshops (2 virtual, 2 in-person)</b>			<b>\$13,884</b>
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Senior Professional II	8	\$366.22	\$2,930
	Senior Professional I	8	\$314.04	\$2,512
	Analyst	20	\$174.38	\$3,488
	Project Support	20	\$132.39	\$2,648
<b>3.7</b>	<b>Bicycle and Pedestrian Advisory Committee (BPAC) Meetings</b>			<b>\$8,783</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	4	\$411.80	\$1,647
	Senior Professional II	10	\$366.22	\$3,662
	Analyst	10	\$174.38	\$1,744
<b>3.8</b>	<b>Commission Meetings (Up to 4)</b>			<b>\$2,884</b>
	Project Manager: Robert Paderna	10	\$288.35	\$2,884
<b>3.9</b>	<b>City Council Meetings (Up to 2)</b>			<b>\$4,819</b>
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Senior Professional I	8	\$314.04	\$2,512
<b>TOTAL FOR TASK 3</b>		<b>299</b>		<b>\$75,386</b>
<b>4</b>	<b>Collision Data Collection and Analysis</b>			
<b>4.1</b>	<b>Existing Conditions Analysis</b>			<b>\$23,910</b>
	Project Manager: Robert Paderna	2	\$288.35	\$577

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
	Professional II	20	\$264.62	\$5,292
	Professional I	24	\$243.09	\$5,834
	Analyst	70	\$174.38	\$12,207
<b>4.2</b>	<b>High Injury Network (HIN) Maps</b>			<b>\$8,182</b>
	Project Manager: Robert Paderna	4	\$288.35	\$1,153
	Senior Professional I	4	\$314.04	\$1,256
	Professional II	6	\$264.62	\$1,588
	Analyst	24	\$174.38	\$4,185
<b>4.3</b>	<b>Develop Collision Profiles</b>			<b>\$12,162</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Senior Professional I	12	\$314.04	\$3,768
	Professional II	12	\$264.62	\$3,175
	Analyst	20	\$174.38	\$3,488
<b>TOTAL FOR TASK 4</b>		<b>204</b>		<b>\$44,254</b>
<b>5</b>	<b>Countermeasure Toolbox</b>			
<b>5.1</b>	<b>Develop Countermeasure Toolbox</b>			<b>\$28,949</b>
	Project Manager: Robert Paderna	14	\$288.35	\$4,037
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Brian Sowers	4	\$388.29	\$1,553
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	15	\$264.62	\$3,969
	Professional I	16	\$243.09	\$3,889
	Analyst	36	\$174.38	\$6,278
	Project Support	16	\$132.39	\$2,118
<b>TOTAL FOR TASK 5</b>		<b>123</b>		<b>\$28,949</b>
<b>6</b>	<b>Transportation Equity Assessment</b>			
<b>6.1</b>	<b>Transportation Equity Assessment</b>			<b>\$22,063</b>
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Frederik Venter	4	\$445.98	\$1,784
	Senior Professional I	8	\$314.04	\$2,512
	Professional II	24	\$264.62	\$6,351
	Professional I	14	\$243.09	\$3,403
	Analyst	28	\$174.38	\$4,883
<b>TOTAL FOR TASK 6</b>		<b>88</b>		<b>\$22,063</b>
<b>7</b>	<b>Implementation Plan &amp; Programs</b>			
<b>7.1</b>	<b>Develop Priority Projects and Programs</b>			<b>\$31,549</b>
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
	Senior Professional II	4	\$366.22	\$1,465
	Senior Professional I	24	\$314.04	\$7,537
	Professional II	30	\$264.62	\$7,939
	Professional I	30	\$243.09	\$7,293
	Analyst	24	\$174.38	\$4,185
<b>7.2</b>	<b>Develop Implementation Plan and Program</b>			<b>\$18,070</b>
	Project Manager: Robert Paderna	8	\$288.35	\$2,307
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	9	\$264.62	\$2,382
	Analyst	36	\$174.38	\$6,278
<b>7.3</b>	<b>Develop Evaluation Plan</b>			<b>\$9,540</b>
	Project Manager: Robert Paderna	6	\$288.35	\$1,730
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	Senior Professional II	2	\$366.22	\$732
	Senior Professional I	9	\$314.04	\$2,826
	Professional II	9	\$264.62	\$2,382
	Analyst	6	\$174.38	\$1,046
<b>TOTAL FOR TASK 7</b>		<b>231</b>		<b>\$59,159</b>
<b>8</b>	<b>Draft and Final Plan</b>			
<b>8.1</b>	<b>Vision Zero Plan Draft Report</b>			<b>\$40,376</b>
	Project Manager: Robert Paderna	20	\$288.35	\$5,767
	Principal-in-Charge: Mike Colety	4	\$411.80	\$1,647
	QC/QA: Frederik Venter	4	\$445.98	\$1,784
	QC/QA: Brian Sowers	4	\$388.29	\$1,553
	Senior Professional II	18	\$366.22	\$6,592
	Senior Professional I	30	\$314.04	\$9,421
	Professional II	10	\$264.62	\$2,646
	Professional I	20	\$243.09	\$4,862
	Analyst	35	\$174.38	\$6,103
<b>8.2</b>	<b>Vision Zero Plan Final Report</b>			<b>\$19,334</b>
	Project Manager: Robert Paderna	13	\$288.35	\$3,749
	Principal-in-Charge: Mike Colety	2	\$411.80	\$824
	QC/QA: Frederik Venter	2	\$445.98	\$892
	QC/QA: Brian Sowers	2	\$388.29	\$777
	Senior Professional II	6	\$366.22	\$2,197
	Senior Professional I	20	\$314.04	\$6,281
	Professional II	6	\$264.62	\$1,588
	Professional I	6	\$243.09	\$1,459

<b>TASK #</b>	<b>DESCRIPTION</b>	<b>BUDGETED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL</b>
	Analyst	9	\$174.38	\$1,569
<b>8.3</b>	<b>Executive Summary/Fact Sheet</b>			<b>\$3,524</b>
	Project Manager: Robert Paderna	2	\$288.35	\$577
	QC/QA: Frederik Venter	2	\$445.98	\$892
	Professional I	2	\$243.09	\$486
	Analyst	9	\$174.38	\$1,569
<b>TOTAL FOR TASK 8</b>		<b>226</b>		<b>\$63,235</b>
<b>TOTAL FOR ALL TASKS</b>		<b>1,467</b>		<b>\$370,493</b>
<b>Other Direct Costs</b>				
Outreach Materials				\$7,000
Purchase and Distribution of Vision Zero Promotional/Safety Items				\$5,000
Additional Supplemental Traffic Counts				\$5,000
Circlepoint (Task 3)				\$118,449
<b>TOTAL FOR OTHER DIRECT COSTS</b>				<b>\$135,449</b>

## **EXHIBIT C INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

[ctsantaclaraca@ebix.com](mailto:ctsantaclaraca@ebix.com)

Or mailed to:

EBIX Inc.  
City of Santa Clara Department of Public Works  
P.O. Box 100085 – S2  
Duluth, GA 30096

Telephone number: 951-766-2280  
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**EXHIBIT D  
TITLE VI ASSURANCES**

**APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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